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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

TYLER KAI BRYANT,  
Plaintiffs,

vs.

DUSTIN HEERSCHKE; and DOES 1  
through 10, inclusive,  
Defendants.

) Case No. 2:23-cv-03434 JLS (PVCx)

) **PROTECTIVE ORDER**

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to

1 discovery and that the protection it affords from public disclosure and use extends  
2 only to the limited information or items that are entitled to confidential treatment  
3 under the applicable legal principles. The parties further acknowledge, as set forth  
4 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
5 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
6 procedures that must be followed and the standards that will be applied when a  
7 party seeks permission from the court to file material under seal.

#### 8 1.2 GOOD CAUSE STATEMENT

9 This action is likely to involve materials and information that the County of  
10 Ventura maintains as confidential for which special protection from public  
11 disclosure and from use for any purpose other than prosecution of this action is  
12 warranted. Such records include materials relating to or regarding peace officers'  
13 personnel files and/or records; material and information relating to incidents and  
14 the investigation of incidents involving Plaintiff Tyler Kai Bryant ("Plaintiff") or  
15 third parties containing sensitive or private information; materials containing  
16 private information regarding Plaintiff or third parties; County of Ventura policies,  
17 procedures, manuals, and/or training materials that are not public records; Internal  
18 Affairs materials and information; video recordings, photographs, audio  
19 recordings, and other materials and information generally unavailable to the public  
20 or which may be privileged or otherwise protected from disclosure under state or  
21 federal statutes, court rules, case decisions, or common law; and any other  
22 materials and information the parties agree believe need special attention from  
23 public disclosure and from use for any purpose other than prosecuting this  
24 litigation. This action is also expected to include the use of sensitive health  
25 information of Plaintiff.  
26

27 Accordingly, to expedite the flow of information, to facilitate the prompt  
28 resolution of disputes over confidentiality of discovery materials, to adequately

1 protect information the parties are entitled to keep confidential, to ensure that the  
 2 parties are permitted reasonable necessary uses of such material in preparation for  
 3 and in the conduct of trial, to address their handling at the end of the litigation, and  
 4 serve the ends of justice, a protective order for such information is justified in this  
 5 matter. It is the intent of the parties that information will not be designated as  
 6 confidential for tactical reasons and that nothing be so designated without a good  
 7 faith belief that it has been maintained in a confidential, non-public manner, and  
 8 there is good cause why it should not be part of the public record of this case.  
 9

## 10 2. DEFINITIONS

11 2.1 Action: *Tyler Kai Bryant v. Dustin Heersche, et al.*, Case No. 2:23-  
 12 cv-03434 JLS (PVCx).  
 13

14 2.2 Challenging Party: a Party or Non-Party that challenges the  
 15 designation of information or items under this Order.

16 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
 17 how it is generated, stored or maintained) or tangible things that qualify for  
 18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
 19 the Good Cause Statement.

20 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
 21 their support staff).

22 2.5 Designating Party: a Party or Non-Party that designates information  
 23 or items that it produces in disclosures or in responses to discovery as  
 24 "CONFIDENTIAL."

25 2.6 Disclosure or Discovery Material: all items or information,  
 26 regardless of the medium or manner in which it is generated, stored, or maintained  
 27 (including, among other things, testimony, transcripts, and tangible things), that  
 28 are produced or generated in disclosures or responses to discovery in this matter.

1           2.7 Expert: a person with specialized knowledge or experience in a  
2 matter pertinent to the litigation who has been retained by a Party or its counsel to  
3 serve as an expert witness or as a consultant in this Action.

4           2.8 House Counsel: attorneys who are employees of a party to this  
5 Action. House Counsel does not include Outside Counsel of Record or any other  
6 outside counsel.

7           2.9 Non-Party: any natural person, partnership, corporation, association,  
8 or other legal entity not named as a Party to this action.

9           2.10 Outside Counsel of Record: attorneys who are not employees of a  
10 party to this Action but are retained to represent or advise a party to this Action  
11 and have appeared in this Action on behalf of that party or are affiliated with a law  
12 firm which has appeared on behalf of that party, and includes support staff.

13           2.11 Party: any party to this Action, including all of its officers, directors,  
14 employees, consultants, retained experts, and Outside Counsel of Record (and their  
15 support staffs).

16           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
17 Discovery Material in this Action.

18           2.13 Professional Vendors: persons or entities that provide litigation  
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
21 and their employees and subcontractors.

22           2.14 Protected Material: any Disclosure or Discovery Material that is  
23 designated as “CONFIDENTIAL.”

24           2.15 Receiving Party: a Party that receives Disclosure or Discovery  
25 Material from a Producing Party.  
26  
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1     3.     SCOPE

2             The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7             Any use of Protected Material at trial will be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.  
9

10     4.     DURATION

11             Even after final disposition of this litigation, the confidentiality obligations  
12 imposed by this Order will remain in effect until a Designating Party agrees  
13 otherwise in writing, until a court order otherwise directs, or until a given piece of  
14 information or material designated as “CONFIDENTIAL” is admitted into  
15 evidence at trial. Final disposition will be deemed to be the later of (1) dismissal  
16 of all claims and defenses in this Action, with or without prejudice; and (2) final  
17 judgment herein after the completion and exhaustion of all appeals, rehearings,  
18 remands, trials, or reviews of this Action, including the time limits for filing any  
19 motions or applications for extension of time pursuant to applicable law.  
20

21  
22     5.     DESIGNATING PROTECTED MATERIAL

23         5.1     Exercise of Restraint and Care in Designating Material for Protection.

24             Each Party or Non-Party that designates information or items for protection under  
25 this Order must take care to limit any such designation to specific material that  
26 qualifies under the appropriate standards. The Designating Party must designate  
27 for protection only those parts of material, documents, items, or oral or written  
28 communications that qualify so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited.

4 Designations that are shown to be clearly unjustified or that have been made for an  
5 improper purpose (e.g., to unnecessarily encumber the case development process  
6 or to impose unnecessary expenses and burdens on other parties) may expose the  
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable  
11 designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in  
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
15 under this Order must be clearly so designated before the material is disclosed or  
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
22 contains protected material. If only a portion or portions of the material on a page  
23 qualifies for protection, the Producing Party also must clearly identify the  
24 protected portion(s) (e.g., by making appropriate markings in the margins).

25 A Party or Non-Party that makes original documents available for inspection  
26 need not designate them for protection until after the inspecting Party has indicated  
27 which documents it would like copied and produced. During the inspection and  
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1 before the designation, all of the material made available for inspection will be  
2 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
3 documents it wants copied and produced, the Producing Party must determine  
4 which documents, or portions thereof, qualify for protection under this Order.  
5 Then, before producing the specified documents, the Producing Party must affix  
6 the "CONFIDENTIAL legend" to each page that contains Protected Material. If  
7 only a portion or portions of the material on a page qualifies for protection, the  
8 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
9 appropriate markings in the margins).

10 (b) for testimony given in depositions that the Designating Party identify  
11 the Disclosure or Discovery Material on the record, before the close of the  
12 deposition all protected testimony.

13 (c) for information produced in some form other than documentary and for  
14 any other tangible items, that the Producing Party affix in a prominent place on the  
15 exterior of the container or containers in which the information is stored the  
16 legend "CONFIDENTIAL." If only a portion or portions of the information  
17 warrants protection, the Producing Party, to the extent practicable, will identify the  
18 protected portion(s).

19 (d) in the case of depositions, Designating Party may designate all or any  
20 portion of the deposition testimony given regarding the Confidential Information  
21 in this litigation as Confidential Information orally during the deposition. Any  
22 questions intended to elicit testimony regarding the contents of the Confidential  
23 Information shall be conducted only in the presence of persons authorized to  
24 review the Confidential Information as provided in this Order. Any deposition  
25 transcript containing such questions and testimony shall be subject to the same  
26 protections and precautions applicable to the Confidential Information.  
27  
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1           5.3    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive  
3 the Designating Party's right to secure protection under this Order for such  
4 material. Upon timely correction of a designation, the Receiving Party must make  
5 reasonable efforts to assure that the material is treated in accordance with the  
6 provisions of this Order.

## 8           6.    CHALLENGING CONFIDENTIALITY DESIGNATIONS

9           6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
10 designation of confidentiality at any time that is consistent with the Court's  
11 Scheduling Order.

12           6.2    Meet and Confer. The Challenging Party will initiate the dispute  
13 resolution process (and, if necessary, file a discovery motion) under Local Rule  
14 37.1 *et seq.*

15           6.3    The burden of persuasion in any such challenge proceeding will be on  
16 the Designating Party. Frivolous challenges, and those made for an improper  
17 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
18 parties) may expose the Challenging Party to sanctions. Unless the Designating  
19 Party has waived or withdrawn the confidentiality designation, all parties will  
20 continue to afford the material in question the level of protection to which it is  
21 entitled under the Producing Party's designation until the Court rules on the  
22 challenge.  
23

## 24           7.    ACCESS TO AND USE OF PROTECTED MATERIAL

25           7.1    Basic Principles. A Receiving Party may use Protected Material that  
26 is disclosed or produced by another Party or by a Non-Party in connection with  
27 this Action only for prosecuting, defending, or attempting to settle this Action.  
28



1 Such Protected Material may be disclosed only to the categories of persons and  
2 under the conditions described in this Order. When the Action has been  
3 terminated, a Receiving Party must comply with the provisions of Section 13  
4 below (FINAL DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
13 well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House Counsel) of  
16 the Receiving Party to whom disclosure is reasonably necessary for this Action;

17 (c) Experts (as defined in this Order) of the Receiving Party to whom  
18 disclosure is reasonably necessary for this Action and who have signed the  
19 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (d) the Court and its personnel;

21 (e) court reporters and their staff;

22 (f) professional jury or trial consultants, mock jurors, and Professional  
23 Vendors to whom disclosure is reasonably necessary for this Action and who have  
24 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (g) the author or recipient of a document containing the information or a  
26 custodian or other person who otherwise possessed or knew the information;  
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(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification will include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification will include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order will not produce any information designated in

1 this action as “CONFIDENTIAL” before a determination by the court from which  
2 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
3 permission. The Designating Party will bear the burden and expense of seeking  
4 protection in that court of its confidential material and nothing in these provisions  
5 should be construed as authorizing or encouraging a Receiving Party in this Action  
6 to disobey a lawful directive from another court.  
7

8  
9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a  
12 Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
13 information produced by Non-Parties in connection with this litigation is protected  
14 by the remedies and relief provided by this Order. Nothing in these provisions  
15 should be construed as prohibiting a Non-Party from seeking additional  
16 protections.

17 (b) In the event that a Party is required, by a valid discovery request, to  
18 produce a Non-Party’s confidential information in its possession, and the Party is  
19 subject to an agreement with the Non-Party not to produce the Non-Party’s  
20 confidential information, then the Party will:

21 (1) promptly notify in writing the Requesting Party and the Non-  
22 Party that some or all of the information requested is subject to a confidentiality  
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the Stipulated  
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
26 specific description of the information requested; and

27 (3) make the information requested available for inspection by the  
28 Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party will not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party will bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

#### 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify

1 whatever procedure may be established in an e-discovery order that provides for  
2 production without prior privilege review. Pursuant to Federal Rule of Evidence  
3 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
4 of a communication or information covered by the attorney-client privilege or  
5 work product protection, the parties may incorporate their agreement in the  
6 stipulated protective order submitted to the court.  
7

8  
9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
11 any person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
13 Protective Order no Party waives any right it otherwise would have to object to  
14 disclosing or producing any information or item on any ground not addressed in  
15 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
16 any ground to use in evidence of any of the material covered by this Protective  
17 Order.

18 12.3 Filing Protected Material. A Party that seeks to file under seal any  
19 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
20 may only be filed under seal pursuant to a court order authorizing the sealing of  
21 the specific Protected Material at issue. If a Party's request to file Protected  
22 Material under seal is denied by the court, then the Receiving Party may file the  
23 information in the public record unless otherwise instructed by the court.  
24

25 13. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in Section 4, within 60  
27 days of a written request by the Designating Party, each Receiving Party must  
28 return all Protected Material to the Producing Party or destroy such material. As

1 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
2 compilations, summaries, and any other format reproducing or capturing any of the  
3 Protected Material. Whether the Protected Material is returned or destroyed, the  
4 Receiving Party must submit a written certification to the Producing Party (and, if  
5 not the same person or entity, to the Designating Party) by the 60 day deadline that  
6 (1) identifies (by category, where appropriate) all the Protected Material that was  
7 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
8 copies, abstracts, compilations, summaries or any other format reproducing or  
9 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
10 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
11 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
12 and trial exhibits, expert reports, attorney work product, and consultant and expert  
13 work product, even if such materials contain Protected Material. Any such  
14 archival copies that contain or constitute Protected Material remain subject to this  
15 Protective Order as set forth in Section 4 (DURATION).  
16  
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18 14. Any willful violation of this Order may be punished by civil or criminal  
19 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary  
20 authorities, or other appropriate action at the discretion of the Court.  
21

22 FOR GOOD CAUSE SHOWN BY THE PARTIES’ STIPULATION, IT IS SO  
23 ORDERED.  
24

25 DATED: September 19, 2023



26 HON. PEDRO V. CASTILLO  
27 United States Magistrate Judge  
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ **[full name]**, of \_\_\_\_\_ **[full address]**, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Tyler Kai Bryant v. Dustin Heersche, et al.*, Case No. 2:23-cv-03434 JLS (PVCx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ **[full name]** of \_\_\_\_\_ **[full address and telephone number]** as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_